TOWNSHIP OF OCEAN

REQUEST FOR PROPOSAL

PROVISION OF A BASIC LIFE SUPPORT EMERGENCY MEDICAL SERVICE ("EMS")
RESPONSE AND TRANSPORTATION SYSTEM

PROPOSALS MUST BE RECEIVED July 15, 2015, 11:00 AM

LATE PROPOSALS WILL NOT BE ACCEPTED

SUBMIT PROPOSALS TO:

OFFICE OF THE OCEAN TOWNSHIP CLERK
TOWNSHIP OF OCEAN
50 Railroad Avenue
Waretown, New Jersey 08758

SUBMIT ONE (1) ORIGINAL AND FOUR (4) COPIES OF YOUR PROPOSAL IN A SEALED ENVELOPE MARKED: PROPOSAL FOR EMS SYSTEM FOR

TOWNSHIP OF OCEAN

REQUEST FOR PROPOSAL FOR BASIC LIFE SUPPORT EMERGENCY MEDICAL SERVICE
RESPONSE AND TRANSPORTATION SERVICES

ALL BIDDERS MUST SUBMIT PROPOSALS TO BID PROPOSAL FOR TOWNSHIP OF OCEAN EMS SYSTEM

REQUEST FOR PROPOSALS

PROVISION OF A BASIC LIFE SUPPORT EMERGENCY MEDICAL SERVICE RESPONSE AND TRANSPORTATION SYSTEM

REQUEST FOR PROPOSALS

The Township of Ocean will receive sealed proposals for the provision of a basic life support emergency medical service response and transportation system until **July 15, 2015, 11:00 AM**.

Final proposals must be submitted in one (1) original and FOUR (4) copies on 8 1/2" x 11" paper only, under separate cover, marked "Proposal for EMS System."

Proposals shall be submitted no later than 11:00 AM, July 15, 2015 to:

OFFICE OF THE TOWNSHIP OF OCEAN CLERK 50 RAILROAD AVENUE WARETOWN, NJ 08758

All questions should be in writing prior to July 1, 2015 and directed to:

Diane Ambrosio, RMC, Municipal Clerk Township of Ocean 50 Railroad Avenue Waretown, NJ 08758

OR VIA EMAIL: clerk@twpoceannj.gov

CALL NUMBERS

TOWNSHIP OF OCEAN/ WARETOWN

	2010	2011	2012	2013	2014	5 YEAR TOTALS
6AM-6PM MON-FRI	397	418	425	426	290	1956
6PM-6AM MON-FRI & WEEKENDS	222	217	226	219	237	1121
1 YR. TOTALS	788	795	822	792	689	3886

	2010	2011	2012	2013	2014	5 YEAR COMBINED TOTAL
TOWNSHIP OF OCEAN/ WARETOWN	788	795	822	792	689	3886
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REQUEST FOR PROPOSALS

PROVISION OF A BASIC LIFE SUPPORT EMERGENCY MEDICAL SERVICE RESPONSE AND TRANSPORTATION SYSTEM

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I. ADMINISTRATIVE INFORMATION

A.PURPOSE

The Township of Ocean, hereinafter referred to as the Township, is responsible for providing basic life support ("BLS") emergency medical services ("EMS"), including emergency response and patient transportation, to all citizens and visitors of the Township.

The following Request for Proposals ("RFP") seeks responses from qualified organizations to provide and manage the emergency medical system for eligible residents and visitors, as further stated. The Township is seeking a qualified health care organization to provide comprehensive emergency medical services to any residents or visitors to the Township who are in need of such services.

The Township is seeking primary coverage Monday – Friday 6:00 am – 6:00 pm. The Township will require one EMS rig in the township during those hours and have arranged for the company to be able to use a room and stage at the Community Center at 239 11th Street, Waretown NJ.

The Township is seeking to ensure appropriate access to emergency medical services, provide the community with a high standard of care, and improve the efficient use of limited medical care resources. The Township desires a three (3) year contract with two successive, one-year renewal options for the Township.

Proposals are welcomed from individual or group medical practices, clinic organizations, non-profit health service/providers organizations, health care corporations (including prepaid health plans and health maintenance organizations), hospitals or through a combination of the above. Of interest are organizations with demonstrated commitment to providing linguistically and culturally sensitive, quality, efficient emergency medical care services and community education and interactions to the Township.

B.OBJECTIVES OF THE REQUEST FOR PROPOSAL (RFP)

- 1. To provide data necessary for preparation of proposals.
- 2. To provide a fair method for objectively analyzing submitted proposals
- 3. To result in a contract between the successful bidder (unless all proposals are rejected) that will provide the following for the Township:
 - Quality, cost-effective, basic life support, emergency medical services for the Township, including emergency response and transportation;
 - Development and implementation of an emergency medical services program with clear objectives, policies and procedures, and a process for documenting ongoing achievement of contract obligations;
 - Utilization of appropriate emergency medical service personnel, in accordance with their scope of practice, who are certified, as required in New Jersey;

- Administrative leadership that provides for both cost accountability and responsiveness to the contract administrator;
- Assurance that required state and federal requirements, and community standards of care are met;
- An emergency medical care system that is respectful of the patients' rights to medical care and delivers care in a respectful and culturally sensitive manner.
- An emergency medical care system that is geographically accessible, throughout the Township, within predefined time limits.
- C. PROPOSAL PROCESS The following is a schedule of even events concerning the

proposal process:

Approval from Township Committee to begin RFP process

Township of Ocean	June 11, 2015
Resolution Authorizing the Advertisement for Bids	June 11, 2015
Publication of Advertisement for Bids	June 22, 2015
Written Questions, if necessaryJuly	y 1, 2015 4:00 pm
Proposal due date (Receipt of Bids)	5, 2015 11:00 AM

REJECTION OF PROPOSALS

The Township reserves the right to reject **any or all** proposals received by reason of this request. The Township will not pay for any information herein requested, nor is liable for any costs incurred by those submitting proposals. The Township reserves the right to select the bidder who will meet the needs of the Township; the selection will not necessarily be made solely on the cost.

Persons or entities submitting proposals, which do not meet the mandatory requirements, will be considered in non-compliance and will be disqualified unless the Township in its discretion waives such non-compliance.

After evaluation of proposals and approval by the Township, all bidders will be notified of the selected bidder.

DISCLOSURE OF PROPOSAL CONTENT

No proposals shall be handled during the review period so as to permit disclosure of the identity of any bidder(s) or the contents of any proposal to competing bidders. After award, the proposals shall be available for public inspection except to the extent the bidder designates, at the time of submission, trade secrets or other proprietary data to be confidential. Materials so designated shall accompany the proposal and shall be readily separable from the proposal in order to facilitate public inspection. The Township shall examine the proposals to determine the validity of any requests for nondisclosure. If the parties do not agree as to the disclosure data, the Township shall inform the bidder what portions of the proposals will be disclosed, and that unless the bidder protests, the proposals will be so disclosed. The Township shall make the final determination regarding disclosure of proposal contents.

F. PROPOSAL OBLIGATION AND DISPOSITION

The contents of the proposal and any clarifications thereto submitted by the successful bidder shall become part of the contractual obligation and incorporated by reference into the ensuing contracts. All proposals become the property of the Township and will not be returned to the bidder.

G.APPLICABLE STATUTES AND RULES

The terms and conditions of this RFP and the resulting contract or activities based upon the RFP shall be construed in accordance with all applicable laws, regulations and rules. The Contractor shall at all times comply with all laws and regulations governing their service to the patients within the Township and elsewhere. The Contractor shall and without added cost to the Township comply with current regulations and any new regulations which may become effective while providing their services to the Township.

H. SIGNATURE OF BIDDER AGENT

Each bidder's proposal and any clarifications to that proposal shall be signed by an officer of the bidder company or a designated agent empowered to bind the firm in a contract.

I. METHOD OF AWARD

The Township reserves the right to award this contract not necessarily to the firm with the lowest proposed price. The successful proposal will be determined by the Township Committee utilizing both price and criteria as outlined in this RFP.

J. QUALIFICATIONS OF THE BIDDER

The Township, by and through the use of specific committees, independent consultants and others as deemed necessary and appropriate, will review all proposals meeting the criteria of this RFP.

All proposals will be evaluated and points awarded from 0 to the maximum assigned to each criterion for a total possible points of 500. All evaluations of proposals will be based on objective data that is to be submitted by the bidder. Should the bidder fail to address any of the criteria listed below, no points will be awarded. Accordingly, points will not be awarded based on any data gained based on contact with the bidder outside the bid process.

K. CRITERIA OF BIDDER PROPOSALS

TOTAL POINTS POSSIBLE

Criteria utilized in assessing the proposals received shall include, but not be limited to, the following:

1.	Acceptance of the Conditions (This Criterion refers to the acceptance of the bidder to the terms and conditions of the RFP)
2.	Bidder Qualifications (This criterion will measure the ability of the prospective Contractor to successfully complete the contract as required. Consideration will be given to the following with points, or rating factors, applied to each. The sum of the individual factors will be the total given to this grouping)
3.	Professional Merit/Program Quality (Agreement to program specifications, soundness of the program and professionalism of the content will be evaluated by this criteria. In addition, reasonableness of staffing plans, soundness of approach, and quality of the total program offered will be considered.)
4.	Price (The willingness to provide services for the funds provided, and the net cost to the Township over the length of the contract period will be evaluated by this criteria.)

__500 POINTS

II. GENERAL TERMS AND CONDITIONS OF CONTRACT WITH SELECTED BIDDER

A. TERMINATION

The Township may terminate the contract resulting from this request at any time should the Contractor fail to carry out its provisions. The Township shall give the Contractor notice of such termination with stated reasons for the termination. If, after such notice, Contractor fails to remedy the conditions contained in the notice within ten (10) days, the Township shall issue the Contractor an order to stop work immediately and to vacate any Township owned premises and return any Township owned property.

Either party may terminate this contract without cause upon giving 90 days written notice. However, if the Contractor terminates the contract pursuant to this provision the Contractor agrees to grant the Township an additional 60 day extension, (for a total of 150 days), of the contract in order to find a suitable replacement for Contractor.

B. FAILURE TO PERFORM

- 1. If Contractor fails to provide full staffing and services in accordance with the staffing pattern, hours and availability required by this RFP, Contractor acknowledges and admits that the Township will suffer damage, and that it is and will be impracticable and unfeasible to fix the amount of actual damages. Therefore, it is agreed by and between the Contractor and Township that the Contractor shall pay to the Township, as fixed and liquidated damages and not as a penalty, the sum of five hundred dollars (\$500) for each consecutive day after seven (7) that any position remains vacant or staffed for less than the number of hours prescribed. Furthermore, if in any two (2) days out of seven (7) in any week, response times fail to meet the ninety (90) percent requirement, Contractor shall pay the Township liquidated damages in the amount of \$500.00 for each such week. Each time the Contractor exceeds the maximum allowable time for responding, Contractor shall pay the Township liquidated damages in the amount of \$100.00 for each violation. If any other service required by this Agreement is not provided, the Contractor shall pay the Township liquidated damages in the amount of \$500.00 and the Township may deduct the amount thereof from any sum due or that may become due to the Contractor under this Agreement.
- 2. In addition to any other remedy available to the Township, should Contractor fail to provide any services required of it pursuant to this RFP:
 - a. The Township may elect to provide for any such service, directly or indirectly, and, if the Township does so, Contractor shall reimburse the Township for all costs and expenses incurred by the Township in so doing. In such event, the Township may deduct any and all such costs and expenses from any sum due or that may become due to the Contractor under this Agreement. In such event, the Contractor will be responsible for all costs incurred by the Township.

C. INSURANCE

The Contractor shall be responsible for maintaining, during the life of the contract, insurance that complies with the following minimum requirements. Proposals must include copies of current insurance coverage. The provider will provide liability coverage up to 7 years upon termination

Workers' Compensation and Employer's liability: Workers' Compensation limits in accordance with laws and regulations of the State of New Jersey and Employer's liability limits of \$1,000,000 per accident. The insurer shall agree to waive all rights of subrogation against the Township, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Township.

- 1. Comprehensive General Liability: \$1,000,000 limit per single occurrence with \$2,000,000 aggregate limit annually for bodily injury, personal injury and property damage.
- 2. Automobile Liability: \$1,000,000 limit per single occurrence with \$2,000,000 aggregate limit annually for bodily injury and property damage.
- 3. Professional Liability: professional liability insurance covering all medical professional staff \$2,000,000 limit per occurrence and \$4,000,000 in aggregate annually.
- 4. Catastrophic liability policy totaling \$250,000.00 in coverage.

The Contractor's insurance must act as primary coverage, NOT excess or contributing coverage, with regard to the subject contract. The successful bidder will be required to provide original certificates of insurance, naming the Township as co-insured, to the Township at the time of award. The Contractor shall assure the Township Cities that all subcontractors are insured and shall furnish or shall have furnished separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Any deductibles or self-insured retentions must be declared to and approved by the Township. At the option of the Township, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Township, its officials and employees; or the Contractor shall procure a bond, issued by a security firm admitted in the State of New Jersey and approved by the Township, guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Each insurance policy required by this RFP shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt request, has been given to the Township.

General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- 1. The Township, its officer, officials and employees are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the Township, its officers, officials and employees.
- 2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Township, its officers, officials or employees.
- 3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Contractor shall furnish the Township with certificates of insurance and with original endorsements affecting coverage required by this RFP. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided and/or approved by the

Township before work commences. The Township reserves the right to require complete, certified copies of all required insurance policies, at any time.

D. EQUAL EMPLOYMENT OPPORTUNITIES

The Contractor shall comply with all provisions of federal, state and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, sexual preference, marital status, age, physical or mental disability, or national origin.

E. WARRANTY AGAINST CONTINGENT FEES

The Contractor will agree to warrant that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage, or contingency except bona fide employees or selling agents maintained by the Contractor for the purpose of securing business.

F. SUBCONTRACTS

The Township must approve in advance all subcontracts entered into by the Contractor for the purpose of completing the provisions of this contract.

G. PATIENT MEDICAL RECORDS

The Contractor shall permit the Township immediate access, during regular business hours, to any and all records, logs or documentation of condition and treatment of Township patients.

Medical records are of a confidential nature. The Contractor will agree to establish those procedures necessary to maintain the confidentiality and security of health care records as required by law.

The Contractor acknowledges that the federal law and associated regulations regarding confidential patient information is the Health Insurance Privacy and Portability Act (HIPPA). Accordingly, the Contractor will ensure that the emergency medical services system of the Township is in full compliance with HIPPA at all times. Failure to comply with HIPPA will be considered a material breach of this contract and will subject the Contractor to full liability for such a breach, including, but not limited to assumption of any and all liability which the Township may be exposed to for failure to comply with HIPPA and its associated regulations.

H. CONTRACTOR PERSONNEL

The Township may request replacement of any of the Contractor's personnel believed to be unable to carry out the responsibilities of the contract in a professional and competent manner.

The Contractor shall notify the Township of all management and critical supervisory appointments that are associated with this contract.

I. CONTRACTOR'S COOPERATION

The Contractor shall, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations in any way affecting the contract. The Contractor shall maintain regular communications with the Township or its designees and shall actively cooperate in all matters pertaining to this contract.

J. TERM OF CONTRACT

The contract shall cover the period from September 1, 2015 through September 1, 2018, with two successive, one-year renewal options at the sole discretion of the Township.

K. INDEMNITY

The Contractor will defend and hold the Township harmless from all claims, demands, or judgments deriving from any acts or omissions of contractor, its officers, agents, employees, or subcontractors (including but not limited to alleged professional malpractice) regardless of whether it is caused in part by the negligent acts or omissions of the Township or any of its agents or employees, excepting only those instances where the Township, its agents or employees are alleged or determined to be the sole cause of injury.

L. REIMBURSEMENT FOR SERVICES

If applicable, the Township shall pay the Contractor for provision of designated services during the term of the contract, in the amount of the proposal or other agreed upon sum, which shall be payable monthly.

M. CONTRACT ADJUSTMENTS

Changes in contractual provisions or services to be furnished under the contract may be requested only in writing and must be approved by the Township and the Contractor. Should decision be made to amend the scope of the contract, the Township and the Contractor will mutually agree to the changes in writing.

N. WASTE DISPOSAL

Disposal of contaminated waste in accordance with all applicable laws and regulations, and bagging and decontamination of contaminated linens shall be the responsibility of the Contractor.

O. PUBLIC INFORMATION

The Contractor shall not publish any findings based on data obtained from operations pursuant to the contract without the prior consent of the Township, whose written consent shall not be unreasonably withheld.

P. COMPLIANCE WITH MINIMUM FEDERAL AND STATE STANDARDS

Contractor will provide services that comply with all federal and state standards and regulations.

Q. ACCESS TO MANAGEMENT INFORMATION

The Township shall have the right to access information necessary for review of the contract terms and conditions.

R. SOLE PROPERTY OF TOWNSHIP

All reports, studies, information, data, statistics, forms, instructions, designs, plans, procedures, manuals, systems, software, documentation, and any other material or property produced under this Agreement shall be shared by the Township and Contractor. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by any person, agency or corporation other than the Township or the Contractor.

S. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract will not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated.

III. DEFINITIONS

AMBULANCE: A licensed emergency vehicle equipped and operated in accordance with the standards of the law including NJAC 8:40, the purpose of which is to provide treatment and transportation of the sick and injured to a medical care facility.

BASIC LIFE SUPPORT: The standard of medical care rendered, in accordance with professional guidelines and standards, that, based on New Jersey State Law, includes oxygen therapy, basic traumatic life support, basic cardiac life support, airway management, including intubation, use of an automatic external defibrillator, and all other aspects of care as provided for by the EMT-Basic National Curriculum as published by the National Highway Traffic Safety Administration.

PATIENT: Any resident or visitor who, based on information received through the dispatch center, is perceived to be in need of medical care.

PROVIDER: A State of New Jersey certified emergency health services provider who is authorized by the Township to provide emergency health services within the Township.

RESPONSE: The act of physically proceeding to the location where a patient is at, as defined by information received through the dispatch process.

RESPONSE TIME: The period, measured in seconds, from the <u>Bidders receipt of a call</u> for emergency health services until the patient is reached.

RESIDENT: A person who, at the time of response, treatment or transport by the Bidder, occupied any type of dwelling including, but not limited to a home, rental unit, motel, hotel, residential living facility, boarding house, medical treatment facility, nursing home, or extended care facility within the geographic boundaries of the Township.

TRANSPORT: The act of physically moving a patient from one location to another in a professional manner, in adherence with all professional guidelines and standards which may govern the relocation of the patient.

TREATMENT: Medical care provided to the patient, including, but not limited to the assessment, stabilization, and provision of medical interventions to a patient.

VISITOR: A person who, at the time of response, treatment or transport by the Bidder, was physically located within the geographic bounds of the Township, despite the maintenance of a residence outside of the geographic bounds of the Township.

IV. SCOPE OF CONTRACT

The Township seeks to contract with an organization to administer/provide emergency medical services for the residents and visitors of the Township, as further defined below. The Township has sought to identify Contractor responsibilities, for purposes of clarity. The successful bidder shall be responsible for administering/providing a program of:

- Overall Program Management
- Data Collection and Reporting
- Resource Utilization
- Management of Care
- Utilization Review
- Quality Assurance
- Public Information and Education
- Provider Relations

A. OVERALL PROGRAM MANAGEMENT

- 1. Develop, maintain and update as necessary all the procedures and manuals necessary to properly administer/provide emergency medical services in a manner consistent with this RFP, including but not limited to the program goals (see VI, B)
- 2. Advise the Township, on a monthly basis, of all pertinent aspects of emergency medical services delivery. Inform the Township on a monthly basis of problems identified in the structure and/or administration of the program. Meet at least monthly with Township staff to review financial and utilization data, identify problems, and develop corrective action.
- 3. Make recommendations to the Township on changes in the program design and/or procedures as needed but no less than annually.
- 4. Assist the Township in the preparation of reports to the State and other agencies regarding the emergency medical services system and, as necessary, provide any data needed by the Township to prepare the annual budget and other reports as requested.

B. DATA COLLECTION AND REPORTING

- Maintain (and modify as necessary) a centralized data collection and analysis system. Data collected on from this system may be entered into the computerized database (PREFERED). A unique patient identification number will identify each patient such that an unduplicated count of users throughout the Township may be obtained; and all services provided to any individual may be identified.
- 2. Collect and analyze utilization information on the population served and provide monthly reports indicating such information. At a minimum this should include the following:

Response Time Data, including, but not limited to median, mean mode and standard deviation statistics related to response time as well as, upper and lower limits;

- Call Volume Data (number of calls per month, peak utilization hours, etc)
- Call Nature Data (top 10 chief complaints, percentage of times when ALS care was needed, etc)

- System Utilization Data (number of calls vs. number of transports, percentage of ALS vs. BLS calls, etc)
- Adverse System Events (Failure to meet response time requirements, Dependence of mutual aid assistance, etc)
- Response Time Data must be a document supported by computer aided dispatch printouts. The Computer Aided Dispatch printout must be provided with any report provided to the Township.
- 3. Monitor the system to provide useful information for planning service improvements and/or modifications.
- 4. Report, at least quarterly, on the findings of Quality Assurance (QA) and the Utilization Review (UR) system.
- 5. Report annually on projections of future utilization and financial trends
- 6. Provide special reports as requested by the Township.
- Provide monthly reports which show all runs which exceeded any Response Time mandated by this Agreement

C. RESOURCE UTILIZATION

- Ensure that emergency medical service system personnel accurately identify the needs of the patients and provide the appropriate resources to meet the patient's needs
- 2. Establish a system that provides for identification and reporting of improper resource utilization, including, but not limited to, inappropriate dependence on mutual aid, abnormal or inappropriate medical supply utilization, equipment failures, etc.
- Maintain information and generate monthly reports to the Township reflecting resource utilization.

D. MANAGEMENT OF CARE

- Ensure that appropriate emergency medical services are rendered to the patient. Minimum requirement is that every patient's chart reflect that assessed according to professional standards, the results of the assessment, and the description of care rendered based on the assessment and in line with the standard operating procedures and medical protocols of the system.
- Develop, monitor and update standard operating procedures and medical protocols with under the guidance and direction of the system's medical director, a licensed physician who is board certified in emergency medicine, for treatment authorization and patient care.
- 3. Monitor the number of chief complaints and nature of calls received
- 4. Monitor patient care provided by emergency medical service providers. Minimum requirements are to routinely review patient care reports ("PCR") to ensure adherence to medical protocols and professional standards.
- 5. In conjunction with local, county and state laws, develop protocols for identification and reporting of specific patient conditions that require notification of the authorities. This should include, but may not be limited to, child abuse, elder abuse, and victims of violent crimes.
- 6. Meet at least quarterly with the Township to discuss issues regarding the coordination of care for patients.
- 7. Report to the Township staff, as needed any perceived problems in the emergency medical service system. This should include the adequacy of geographical coverage, the projected adequacy of the reimbursement system, any identified systematic flaws or abuses, and potential problems in dispatch, or interactions with other public services.

E. UTILIZATION REVIEW

- 1. Establish and operate a Utilization Review (UR) system.
- 2. Establish and operate a system for the identification of all calls requiring advanced life support, mutual aid or extraordinary resource utilization.
- 3. Cooperate with all performance and utilization review audits as directed by Township.

F. QUALITY ASSURANCE

- 1. Establish and maintain a Quality Assurance (QA) program acceptable to the Township. While an outline of the QA plan should be submitted with the proposal, the Contractor should submit a QA plan to the Township, for approval, within three months of contract award.
- 2. At a minimum, review monthly a sample of patient care reports ("PCR") to ensure that protocols are being followed, to ensure that service contract requirements are being met, and to recommend procedures for enhancing the provision of emergency health services to the Township.
- 3. Have a designated staff member responsible for the administration of the QA program, as provided for in the QA plan.
- 4. Provide for the follow-up with an adequate sampling of patients to determine the disposition of the incident for which emergency health services was sought as well as the adequacy of and patient's satisfaction with the services provided.

G. PUBLIC INFORMATION AND EDUCATION

- 1. Develop a plan to promote public information and education on the emergency medical service, its capabilities, its potential and its routes of access.
- 2. Implement the public information and education plan within 6 months of initiation of contract services.
- 3. Report quarterly on status of public information and education program.
- 4. Have designated staff available to oversee the public information and education program, such that the staff member will develop and maintain favorable relations with the press as well as the Township, and be the point of contact for community outreach and EMS awareness programs.
- 5. Provide a telephone number to answer questions and provide information on the status and nature of the services available to the residents and visitors of the Township. The telephone number shall not cause any cost to the caller from any telephone other than a coin-operated phone. The telephone number shall be in operation during normal business hours.

H. PROVIDER RELATIONS

- 1. Maintain a staff of qualified emergency medical personnel who, meet, if not exceed, minimum state requirements, such as initial certification and continuing education requirements.
- 2. Maintain a provider base that ensures geographic and culturally sensitive access to services.
- 3. Provide access to continuing education and professional development programs for all emergency medical service personnel

V. TOWNSHIP'S ROLE

A. OVERALL PROGRAM MANAGEMENT

- 1. Provide overall direction to Contractor and make necessary policy recommendations and reports to the Township.
- 2. Make decisions about inter-jurisdictional issues, e.g., system interaction with other municipalities.
- 3. Monitor and evaluate the performance of the Contractor, in pursuit of the goals and objectives of the indigent health care program (see § VI, B, Program Goals).
- 4. Review all subcontracts proposed by the Contractor to ensure compliance with Community standards of care.

B. DATA COLLECTION AND REPORTING

- 1. Report to Township Constituents on the provision of emergency medical services in the Township.
- 2. Establish data collection and analysis standards for the Contractor to follow and make policy recommendations to the Township.

C. RESOURCE UTILIZATION

- 1. Monitor and evaluate the performance of the Contractor regarding effective and efficient resource allocation and utilization.
- 2. Establish and promulgate standards and guidelines for resource acquisition.
- 3. Provide guidance and standards for acquisition of newly identified resources necessary for the Contractor to meet the requirements of this Contract.

D. MANAGEMENT OF CARE

- 1. Provide official forum for liaison activities with other programs and advisory groups serving this population.
- 2. Conduct periodic audit of treatment records.

E. UTILIZATION REVIEW

1. Monitor the utilization figures, particularly data regarding call volume, nature of calls and system performance to identify trends and potential problems.

F. QUALITY ASSURANCE

1. Approve and monitor the Quality Assurance plan submitted by Contractor.

J. PUBLIC INFORMATION AND EDUCATION

- Monitor the public information and education system established by the Township and the Contractor
- 2. Oversee information provided by the Contractor to the press and act as a final source of information for all media inquiries.

K. PROVIDER RELATIONS

- 1. Regularly monitor the qualifications of the emergency health providers
- Acquire and review a current employment roster of all emergency medical personnel that indicates each provider's certification status and continuing education status.

VI. SPECIFICATIONS AND PROGRAM REQUIREMENTS

REQUEST FOR PROPOSAL FOR BASIC LIFE SUPPORT EMERGENCY MEDICAL SERVICE
RESPONSE AND TRANSPORTATION SERVICES

VI. SPECIFICATIONS AND PROGRAM REQUIREMENTS

A. PROGRAM GOALS

The emergency medical services program goals for medical services focus upon the provision of an organized system of medical care delivery for the Township residents and visitors. They are intended to establish criteria for successful program operations.

The goals are:

- 1. To meet the Township's obligation to provide basic life support emergency medical services to the residents and visitors of the Township:
 - as a coordinated and managed system of care;
 - incorporated with the private sector, as a public/private partnership
 - in a fashion that provides geographic and culturally sensitive accessibility;
 - at a price that is competitive, cost effective and within available resources;
 - at an acceptable quality level consistent with community standards of care;
 - in a manner that is strongly anchored in a foundation of accountability
 - for the quality and nature of services provided; and,
 - that capitalizes on existing Township and area public services and medical
 - care system resources to facilitate accessibility.
- 2. To design a delivery system that provides continuity, stability and meets the community standard of care.

B. EMS RESOURCE AVAILABILITY

The Township will provide access to the MUA Building, which shall be strictly used for the Township EMS services. If Contractor wants to use the building for services other than the Township, the Contractor must make a request in writing to the Township and pay reasonable rent for the building. The building is modern and has a three-bay garage, a meeting room, a kitchen, sleeping quarters, restrooms and an office. Specifications will be distributed during the facilities tour. Use of such space is required.

Emergency medical services facilities, the Township will provide a seating area in the Township of Ocean Community Center, 239 11th Street, Waretown, NJ 08758 where they can stage the EMS rig and it has a kitchen and restroom area for employees. The building is also used by the public.

C. DISPATCH PROCEDURES

The Township provides enhanced-911 services to its residents and visitors. As an adjunct to this service, the Township will provide dispatch services to the Contractor for the duration of the contract. Dispatch center staff is trained according to regulatory and legal guidelines. The Contractor should be prepared to integrate its existing communications systems into the Township dispatch and communications systems.

D. Based on the existing dispatch resources, Contractor should provide in their bid a system detailing how the existing dispatch and communication system will be integrated into the Contractor's provision of emergency medical services. The system should account for failsafe mechanisms in the case of primary communication failures.

C.RESPONSE TIME REQUIREMENTS

The Township does not cover a vast geographic terrain. Accordingly, response times in an efficient emergency medical services system should be below the national averages.

For the purposes of this Agreement, response times must be less than five (5) minutes and fifty-nine (59) seconds on no less than 90% of the occasions in ANY given 168 hour period and may never exceed 9 minutes and 59 seconds.

This is a critical aspect of the proposal. The plan for adherence to this standard will be strictly scrutinized and will be considered a major aspect in the consideration of which Bidder will be awarded the Contract.

D.PERSONNEL

The Contractor will provide staffing for the emergency medical services system, such that, at all times, there are two (2) New Jersey certified Emergency Medical Technicians at the Defibrillation level. All providers must also be current in any additional or ancillary certifications that are required to perform any and all job responsibilities, including, but not limited to, certification in Cardiopulmonary Resuscitation. These providers will be responsible for the provision of emergency medical services during their shift in addition to any additional duties requested by the Contractor or the Township, including, but not limited to community outreach or public information and educational services. All personnel are to be mentally and physically fit to perform their job functions.

All field personnel staffing any ambulance or emergency vehicle shall be legally permitted to operate a motor vehicle in the State of New Jersey. Further, within nine (9) months, all personnel who operate an emergency vehicle must have successfully completed an Emergency Vehicle Operations Course (EVOC).

The Contractor shall provide a field supervisor and it is encouraged, but not required that this individual be certified as an emergency medical technician at the Paramedic level. The supervisor shall have at least two (2) years of experience in the delivery of emergency health services, however, not all of that experience need be within the State of New Jersey. The field supervisor shall supervise field operations and it is encouraged, but not required that this individual be able to provide initial first responder care at the level of an EMT-Defibrillation, should the need arise. The field supervisor shall be available for immediate contact by the Dispatch center, and will be the initial Contractor's point of contact

between the Township and the Contractor.

E. BILLING

The Contractor may bill all patients transported to a hospital. Should the Contractor propose a system in which the patient is billed for any services provided, a telephone number shall be available to the patient to answer any questions and provide information regarding the bill. The number can be the same number described in Section IV, G, Paragraph 5. However, should the Contractor utilize the same number, wait times should be no more than 5 minutes 90% of the time. The Contractor may only bill at the rate for the level of service provided.

F. STAND-BY COVERAGE

The Contractor shall provide no less than seventy-five (75) hours of basic life support emergency health services per year for the purposes of providing care and/or demonstrative services to various civil events, including, but not limited to school sporting events, health screenings, and community functions. Coverage shall be at a post, time and duration requested by the Township Clerk. The Township shall give no less than seventy-two (72) hours' notice when such coverage is required. The Contractor shall provide no less than one fully equipped ambulance with two Emergency Medical Technicians certified at the Defibrillation level by the State of New Jersey. Multiple ambulance/crews may be requested, however, the Township may not request more than four ambulances at one time, inclusive of those being used for routine Township street emergency health services coverage. Should additional coverage be required, the Township will be financially liable for those ambulances and crews separately. The Contractor warrants that the routine provision of emergency health services will not be adversely affected by stand by coverage.

The Contractor will, in addition to the above, provide stand-by coverage to the Township Fire and Police Departments when requested to do so and until released by either the fire or police officer in charge of the incident. These services may include typical emergency health services in addition to various other services, such as the health screening and monitoring of emergency responders.

G. DISASTER RESPONSE

Given the current risks that our nation faces from terrorism, in addition to existing risks for natural disasters, the Contractor will be responsible for the completion of a thorough risk assessment and creation of a disaster response plan that accounts for the risks identified in the risk assessment. The disaster response plan should be thorough and provide not only for disaster response, but also an annual disaster response simulation training exercise. Participation in an Ocean County or other appropriate regional disaster planning/drill on behalf of the Township is acceptable. The disaster response should incorporate resource utilization from mutual aid venues and should address providing mutual aid disaster response to surrounding communities. The plan will be due to the Township no later than six (6) months after service has begun, with the first exercise to be completed no later than twelve (12) months from service initiation.

I. MUTUAL AID

Mutual Aid is an important part of the South Jersey emergency health services system. Accordingly, the bidder should provide detail information as to how mutual aid requests will be handled, such that local service responsibilities will not be compromised.

J. MISCELLANEOUS PROVISIONS

In addition to the requirements set forth within this Request for Proposals, the Bidder must address how they intend to:

- 1. Provide EMS actions during times of heightened risk.
- 2. Provide EMS services as an integrated part of a community wide public service need.
- 3. Provide a description of how EMS system will integrate with other Township workers.
- 4. Provide/Facilitate rescue operations.
- 5. Provide emergency evacuations of health care facilities.
- 6. Provide emergency medical services on the scene of a hazardous materials incident.
- 7. Complete a description of an appropriate training program to familiarize staff with the geography of the Township.

K. CONTRACT PERIOD

The contract period for this Agreement is anticipated to be from September 1, 2015 through September 1, 2018, with two additional, one-year options, subject to constraints due to administrative processing and unforeseen changes in State, Federal, County or Township laws or regulations. A determination of successful performance of the Contractor will be made within the first 6 months of service. The Township and the Contractor shall meet to negotiate changes to the Agreement and any increases/decreases in scope of service necessary for the upcoming contract period no later than 120 days before contract expiration.

The delivery and financing of health care is in transition nationally and in New Jersey. Any material medically indigent care changes will be cause for reevaluating the contract between the Contractor and the Township.

L. CONTRACT CLOSE-OUT

At the termination of this Agreement, either by cause or convenience, Contractor shall agree to provide services at least 180 days beyond the end of the contract year (or termination date) to coordinate close-out activities. The Contractor and Township shall agree on a schedule of expenses to cover services provided during this transition period.

VII. TECHNICAL PROPOSAL

A. PROPOSAL

- 1. Sealed proposals for the Township Clerk will receive the provision of basic life support emergency medical services until **July 15, 2015 11:00 AM.**
- 2. Proposals must be submitted in one (1) original and (4) copies on 81/2" x 11" paper only, single-sided copies, under separate cover, marked "proposals for EMS services."
- 3. Proposals should be submitted to:

Office of the Township of Ocean Clerk 50 Railroad Avenue Waretown, NJ 08758

B. TRANSMITTAL LETTER

The cover letter for the proposal will include the following information:

- 1. Name and address of the bidder
- 2. Name, title, phone number and e-mail address of the contact person for the bidder
- 3. A statement that the proposal is in response to the RFP and the terms and conditions listed in the RFP are acceptable.

Any exclusion to these terms, conditions and requirements should be defined in writing.

4. The signature, typed name and title of the individual authorized to commit the bidder (Contractor) to the proposal.

C. ORGANIZATION DESCRIPTION

The proposal will include the following information

- 1. Date organization was formed
- 2. Experience and information (include any experience in providing emergency medical services to the municipality)
- Current and previous contracts including public entities (give name, address and phone number of the contact person for each contract)
- 4. Organizational structure
- 5. Three Professional References
- 6. Financial status of organization <u>INCLUDING MOST RECENT AUDITED</u>
 <u>FINANCIAL STATEMENT</u>,

D. MEDICAL CARE SERVICES

State how a comprehensive basic life support emergency medical care service will be provided. Each task should be identified along with an explanation of how the bidder will accomplish the task for Township patients. Specifically, the bidder shall address the specific requirements of Section IV: SCOPE OF CONTRACT and Section VI: SPECIFICATIONS AND PROGRAM REQUIREMENTS.

E. PERSONNEL SERVICES

In a separate section, the bidder should discuss:

- 1. Recruitment, including consideration of qualified EMT personnel who live within the Township or worked previously for municipal rescue squads.
- 2. Clinical operations staff
- 3. Management staff
- 4. Training and educational opportunities
- 5. Equal employment opportunity policies
- 6. Licensure/certification requirements for staff
- 7. Personnel accountability & the disciplinary process
- 8. Staff appearance and employee identification

F. OTHER REQUIREMENTS

- 1. Insurance statements
- 2. Agreements as needed to comply with the RFP
- Copies of any documents the Township would be required to sign to enable the bidder to carry out the conditions of the RFP
- 4. Statement of Corporate Ownership. (document included herewith)
- 5. Non-collusion affidavit. (document included herewith)
- 6. Equal Opportunity and Affirmative Action and Individuals with Disability statements. (document included herewith)
- 7. Business Registration Certificate. (instructions included herewith)

G. FEES, RATES AND BILLING

It should be understood by the potential bidder that the bidder is at full risk for all health services required for the Township emergency medical services program. The price proposal should address the options for reimbursement, including, but not limited to patient billing, and Township payments.

Price proposal to include:

- 1. The vendor's complete proposed patient fee/rate schedule for services.
- 2. The amount of time the vendor is willing to keep the fee/rate schedule unchanged.
- 3. The circumstances that would lead to changes in the fee/rate schedule.
- 4. The method by which the vendor would change its fee/rate schedule.
- 5. The method by which patient billing is handled when other emergency medical response entities is involved in the response.
- 6. Catastrophic limits, if any;
- 7. Exclusions;
- 8. The insurance companies with which the vendor has agreements.
- 9. The Contractor may only bill at the rate for the level of service provided.

10. The method by which balance billing is handled and collection procedures

By submitting its proposal the vendor agrees that it shall accept, as a maximum, the Township workers compensation insurance payment as payment in full for emergency medical services provided to employees and appropriate volunteers of the Township, while on duty. The vendor will please describe any alternate minimum payment it will accept.

H. PROPOSAL GUARANTEE

All bidders returning a proposal must include a proposal guarantee. The amount of the proposal guarantee is to be not less than 10% of the total proposed amount for the three-year term of this request up to a maximum of \$20,000. Said guarantee may be in the form of a certified check, Cashier's check or bid bond. The guarantee must be payable to the Township and will be held by the Clerk as a guarantee that, in the event the proposal is accepted and the contract awarded to the bidder, the contract will be promptly executed and appropriate copies returned to the successful bidder.

I. RESPONSE TIME REQUIREMENTS

With regard to paragraph D Response Time Requirements page 18, bidders should include all call type descriptions and any and all exceptions to the reporting requirements inherent in the bidder's proposal. Bidder may include any other explanatory information with regard to response times in this section.

PROPOSAL CHECKLIST

THIS CHECKLIST MUST BE COMPLETED, INITIALED, SIGNED AND SUBMITTED WITH YOUR PROPOSAL. A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.

INITIAL BELOW

۱.	Non-Collusion Affidavit properly notarized
2.	Owner's Disclosure Statement
3.	Authorized signatures on all forms
1.	Business Registration Certificate(s)
5.	Disclosure Statement
5.	Affirmative Action Statement
	The Contractor shall submit to the public agency, after notification of award but prior to execution of all goods and services contract, one of the following three documents:
	Letter of Federal Affirmative Action Plan Approved Certificate of Employee Information Report Employee Information Report Form AA302
	Note: Pursuant to P.L. 2004, c.57, effective September 1, 2004, the successful bidder shall also be required to comply with the provision of the new Business Registration Law. THE UNDERSIGNED HEREBY ACKNOWLEDGES THE ABOVE LISTED REQUIREMENTS
	NAME OF RESPONDENT:
	Person, Firm or Corporation
	BY: (NAME) (TITLE)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for

employees placed by or on behalf of the contractor, state that all qualified applicants will receive

consideration for employment without regard to age, race, creed, color, national origin, ancestry,

marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative

Or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The

Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approved Certificate of Employee Information Report Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Title Company Name

NON-COLLUSION AFFIDAVIT

STATE OF NEW JER	(
COUNTY OF)ss:)	
Ι,	of the	in the County ofof full age,
being duly	and the State of	or run age,
	law on my oath depose and s	ay that:
I am	of th	e firm of
		nent, and that I executed the said
restraint of free, comp that all statements con and correct, and made of the statements conta in this Affidavit in awa I further warrant that r or secure such contract brokerage or conting	etitive bidding in connection tained in said Qualification S with full knowledge that the S ained in said Qualification State arding any contract for the narmo person or selling agency has a upon an agreement or understanding to the said to the s	usion, or otherwise taken any action in with the Qualification Statement; and statement and in this Affidavit are true tate of New Jersey relies upon the truth tement and in the statements contained med services. The statement are true to the statement and in the statements contained are services. The statement are true to the statement and in the statements contained are true to the statement are true
15)		(N.J.S.A. 52:34-
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	(Also type or print name of A	ffiant under signature)
Subscribed and sworn day of		
A Notary Public of		
My Commission Expir	res:	

OWNER DISCLOSURE INFORMATION

Set forth below are the names and addresses of all owners of 10% or more of the proposing business entity.

Name:	Name:
Address:	Address:
Name:	
Address:	Address:
Name:	Name:
Address:	Address:
Name:	Name:
Address:	Address:
	NAME OF BUSINESS ENTITY
SIGNATURE	TITLE
Notary Public of	_
My Commission Expires:	, 20

DISCLOSURE STATEMENT

(To be submitted with Qualification Statement)

(a) Is or was anyone in your firm or company a member of the Township of Ocean governing body within the

Yes	No	
Name	Position	Relationship
	ner of your firm been convicted of an ination and copies of any relative docume	
Yes	No	
Name	Position	Relationship
Has any individual who appropriate licensing b	o would provide service under this contoard?	tract ever been sanctioned by the
Yes	No	
Name	Position	Term
Has the firm been foun	d liable for professional malpractice in	the last 5 years?
Yes	No	
Reason for Action:		
	? If yes, then please provide further w	isiness with any state, Township of Ocean ritten explanation including date and cop
relevant documentation		
	No	
Yes	No State, County or Municipality	Date
Yes Name (f) Has your to dentify the	State, County or Municipality Girm sued the Township of ocean in the	past five (5) years? If yes, then please
Yes Name (f) Has your findentify the matter/cas	State, County or Municipality Girm sued the Township of ocean in the	
identify the	State, County or Municipality Girm sued the Township of ocean in the	past five (5) years? If yes, then please
Yes Name (f) Has your fidentify the matter/cas documents.	State, County or Municipality Firm sued the Township of ocean in the e and provide further written explanation	past five (5) years? If yes, then please